

TOWN OF AUSTERLITZ

Columbia County
New York



Deborah Lans
Planning Board Chair

Planning Board Meeting October 24, 2023 7:00 p.m.

*****AGENDA*****

1. Old Business

- A.) Berj Krikorian PL-2023-15, SBL# 77.-1-86 Site Plan Review –
Ground Mounted Solar Array

2. Public Comment

Reference Material

3. Adjournment

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***Please understand that this agenda is provided at an early date to provide the public with as much information as possible, but it is also subject to change as meeting material is often not available until the very day of the meeting.**

Berj Krikorian

**Site Plan Review for Ground Mounted
Solar Array**

PL 2023-15
SBL # 77.-1-86

Reference Material
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TOWN OF AUSTERLITZ PLANNING BOARD
APPLICATION FOR SITE PLAN REVIEW/SPECIAL USE PERMIT

Application Date: 8/3/2023

Project No. **PL- 2023-15**

Approval for (check all that apply)

Site Plan ☒ Site Plan Amendment ☐ Special Use Permit ☒

Property Owner: Name Berj Krikorian

Mailing Address 1156 State Route 203 Chatham, NY 12037

Email Address: hudsonstudios@fairpoint.net

Phone Number: (518) 784-3022

Reference Material

Surveyor or Engineer: Name Paul Zacher - PZSE Structural Engineers

Email Address project@pzse.com

Phone Number (916) 961-3960

License Number

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Representative (if any): Name Ben Potiker

Email Address permits@plugpv.com

Phone Number (838) 839-1500

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Please provide owner's letter of authorization

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Property Address: 1156 State Route 203 Chatham, NY 12037

Tax Map Number: 77.-1-86

Parcel Acreage: 7.60

Current Use of Land:

N/A

Character/Use of Abutting Lands:

Easements or Restrictions: N/A

Ag. District: Yes/☒ No

Proposed Use of Site: Utilities ☐ Multifamily project ☐

In-Home Business ☐ Commercial Project ☐ Other residential

Use Category (See Town Law §195-13)

(Site Plan/Special Use Permit App. P. 2)

Detailed Description of proposed use, including primary and secondary uses (use additional sheet if necessary):

installation of 16kw DC code compliant ground mounted solar array (40 panels)

Description of all buildings to be used/constructed (including height, square feet, no. of stories):

Is the property within 500 feet of

Reference Material

A municipal boundary no

A county or state park/recreation area (existing or proposed) no

A county or state road or right of way (existing or proposed) no

A county or state-owned building or institution no

A stream or drainage channel owned by the county or for which channel lines have been established no

An active farm operation within an Agricultural District no

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(If any of the above is true the plan must also be reviewed by the County Planning Board)

Please Review Articles VIII and IX of the Town Law for application requirements and Board procedures.

Chelsea Breen
Signature

8/3/2023
Date

App. Fees	Public Hearing	App. Complete	Final Approval
Prelim Mtg	SEQRA Desig	SEQRA Determination	

Reference Material

REV'D 9/06/22

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Columbia County, New York
Planning Board

VIA EMAIL ONLY

17 October 2023

Ms. Deborah Lans, Chairperson
Town of Austerlitz Planning Board
P.O. Box 238
Spencertown, NY 12165
dlans@austerlitzny.com

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RE: Referral #23-050 – Berj Krikorian, Site Plan Review

Dear Chairperson Lans:

Pursuant to the provisions of New York State General Municipal Law (NYSGML) §239-l and §239-m, please find the Columbia County Planning Board (CCPB) recommendation concerning the request of Berj Krikorian for Site Plan Review. The proposed action is installation of a ground mounted solar array for residential use. The site is located at 1156 NYS Route 203 in the Austerlitz, NY.

Pursuant to NYSGML §239-l and §239-m, the CCPB reviews proposed actions for inter-community or county-wide considerations and shall recommend Approval, Modification or Disapproval of the proposed action, or report that the proposed action has no significant county-wide or intercommunity impact. Upon recommendation of Modification or Disapproval, "...the referring body shall not act contrary to such recommendation except by a vote of majority plus one of all the members thereof". The CCPB may make informal comments to the referring body on the proposed action with any of the recommendations made.

Recommendation: The CCPB finds that this proposed action has no significant county-wide or intercommunity impacts associated with it. Therefore, the Town of Austerlitz Planning Board may take final action with a simple majority vote. However, the following informal comments are offered for consideration:

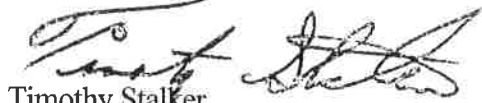
Comments:

1. Emergency Access: The CCPB suggests that the local Fire Chief review the site plan.
2. Interconnection: The CCPB suggests that the applicant provide information and delineate on the site plan, the proposed connection with the existing residential structure and interconnection with the grid, if proposed.

3. Agricultural District: This project parcel is located within 500 feet of tax parcels which contain actively farmed land within a certified agricultural district (Columbia County Agricultural District #10 (CCAD#10)). Pursuant to §305-a of the New York State Agriculture and Markets Law, any application for a special use permit, site plan approval, use variance, or subdivision approval requiring municipal review and approval that would occur on property within a New York State Certified Agricultural District containing a farm operation or property with boundaries, within 500 feet of a farm operation located in an Agricultural District shall include an Agricultural Data Statement (ADS). The CCPB notes that an ADS is required and was not included with the referral submission.

Please note that within thirty (30) days after final action is taken, the Town of Austerlitz Planning Board shall file a report of the final action it has taken with the CCPB. Please contact Columbia County Planning Department at 518.828.3375 or patrice.perry@columbiacountyny.com for additional information.

Sincerely yours,



Timothy Stalker
Chair

cc: Susan Haag, Town Clerk of Austerlitz – shaag@austerlitzny.com
J Lotus, Austerlitz Planning Board Clerk - jlotus@austerlitzny.com
Ben Potike, Sales Director, PlugPV - solarbenp@gmail.com

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Agricultural Data Statement

Date 10/20/2023

Instructions: This form must be completed for any application for a special use permit, site plan approval, use variance or a subdivision approval requiring municipal review that would occur on property within 500 feet of a farm operation located in a NYS Dept. of Ag & Markets certified Agricultural District.

Applicant	Owner if Different from Applicant
Name: <u>Berj Krikorian / Cara Humphrey</u>	Name: _____
Address: <u>1156 State Route 203</u>	Address: _____
<u>Austerlitz, NY 12037</u>	_____

1. Type of Application: ☒ Special Use Permit; ☐ Site Plan Approval; ☐ Use Variance;
(circle one or more) ☐ Subdivision Approval

2. Description of proposed project: 16 KW AC Solar Ground Mount

3. Location of project: Address: 1156 State Route 203 Austerlitz, NY 12037
Tax Map Number (TMP) 77-1-86

4. Is this parcel within an Agricultural District? ☐ NO ☒ YES (Check with your local assessor if
5. If YES, Agricultural District Number 10 you do not know)
6. Is this parcel actively farmed? ☒ NO ☐ YES
7. List all farm operations within 500 feet of your parcel. Attach additional sheets if necessary.

Name: <u>Jeff Braley, Sr.</u>	Name: _____
Address: <u>1279 State Route 203</u>	Address: _____
<u>Chatham, NY 12037</u>	_____
Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES	Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES
Name: _____	Name: _____
Address: _____	Address: _____
Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES	Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES


Signature of Applicant

Signature of Owner (if other than applicant)

Reviewed by: _____

Signature of Municipal Official

Date

NOTE TO REFERRAL AGENCY: County Planning Board review is required. A copy of the Agricultural Data Statement must be submitted along with the referral to the County Planning Department.

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ADJOINING LANDOWNERS OF 1156 St Rt. 203 Chatham, NY

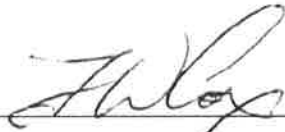
Dear Frank Cox,

Because you own an adjoining property or your property is within 500 feet of this proposal, you are being notified and seeking your permission for the following:

“Installation of a safe and code compliant residential ground mount solar system for the Krikorian/Humphrey household located at 1156 St. Route 203, tax parcel ID 77.-1-86. The system is to be a total of 16 kilowatts, totaling 40 solar panel modules, located approximately 250’ to the west of the house on the property.

I, Frank Cox residing at 1158 St. Route 203, Chatham, NY, do hereby give my permission for the proposed solar project outlined above.

Sign



Date:

8-8-23

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TOWN OF AUSTERLITZ, NY PLANNING BOARD
ADDENDUM FOR ALL APPLICATIONS

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Applicant's Name: Berj Kirkorian
Property Address: 1156 State Route 203 Chatham, NY 12037
Tax Map No.: 77.-1-86
Application for: ground mounted solar array

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Tax Map No. of Adjacent Properties Owned by Applicant or Related Parties:

77.-1-86

Reference Material

APR 01 2023

PLEASE ATTACH COPIES OF:

DEED (S) FOR THE PROPERTY
NON-UTILITY EASEMENTS
ROAD MAINTENANCE
OTHER AGREEMENTS THAT PERTAIN TO THE PROPERTY

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Was/were the lot(s) in question the result of a subdivision in the past 10 years?

Yes ☐ No ☒ If yes, provide:

Application No. of prior subdivision: _____

Name of prior applicant: _____

Date of prior application: _____

Was/were the lot(s) in question the subject of any other Planning Board activity within the past 10 years? Yes ☐ No ☒ If yes, provide:

Application No. of prior action: _____

Name of prior applicant: _____

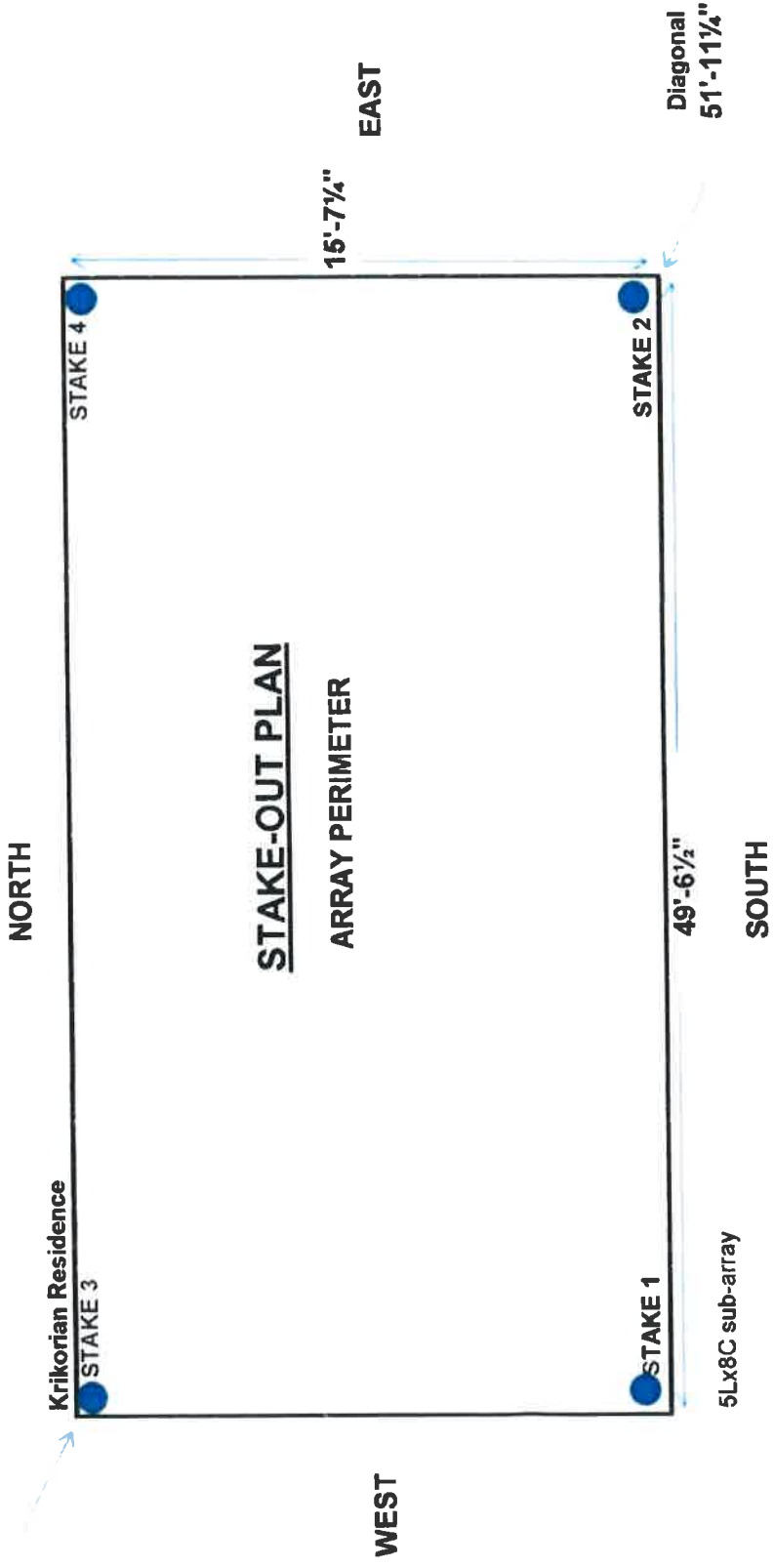
Date of prior application: _____

Has the property been the subject of any code enforcement activity in the past 5 years? If yes, Provide the date and nature; No

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Reference Material

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ARRAY 1

TILT: 28°
AZIMUTH: 180°

PV ARRAY

DRACONEL SEE

10' SETBACK

NY-203

DRIVEWAY

ARRAY SPECIFICATIONS

METER MAIN COMBO
AC DISCONNECT FUSED
AC DISCONNECT UNFUSED

INVERTER

COMBINER PANEL

MAIN SERVICE PANEL

18" VENTILATION SETBACK

3' WIDE FIRE ACCESS PATHWAY

3X3' GROUND LADDER ACCESS POINT

TRENCHING

LEGEND

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AUG 03 2023

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SITE PLAN
BERJ KRIKORIAN
1166 STATE ROUTE 203, AUSTERLITZ,
NY 12037, USA

SYSTEM
DC KW: 16
AC KW: 15.2
MODULES: 40

CONTRACTOR
PLUGPV LLC
830 7TH AVE TROY
NY, 12182, USA

DATA
06/15/2023

DESIGNED BY
OSB



PV2

ARRAY 1

TILT: 28°
AZIMUTH: 180°

PV ARRAY

PROPERTY LINE

43'-11"

108'-6"

Reference Material

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609'-4"

135' TRENCHING

361'-6"

10' SETBACK

DRIVEWAY

NY-203

ARRAY SPECIFICATIONS

- METER MAIN COMBO
- AC DISCONNECT FUSED
- AC DISCONNECT UNFUSED
- INVERTER
- COMBINER PANEL
- MAIN SERVICE PANEL
- 18" VENTILATION SETBACK
- 3' WIDE FIRE ACCESS PATHWAY
- 3x3' GROUND LADDER ACCESS POINT
- TRENCHING

LEGEND

Reference Material

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TOWN OF AUSTERLITZ NEW YORK
BUILDING PERMIT APPLICATION

2023

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TAX MAP # 77.-1-86

Expiration Date: _____

Permit # _____

Permit fee _____

1. LOCATION:

House No. 1156 Road Name State Route 203

Subdivision Name & Lot No. (if any) _____

2. PROPERTY OWNER Berj Krikorian **PHONE** (518) 784-3022

CURRENT ADDRESS 1156 State Route 203

CITY & STATE Chatham, NY **ZIP** 12037

3. CONTRACT OR BUILDER Plug PV LLC **PHONE** (518) 391-8636

CURRENT ADDRESS 630 7th Ave

CITY & STATE Troy, NY **ZIP** 12182

4. ZONING DISTRICT ☒ RR-RUAL RESIDENTIAL ☐ A- HM AUSTERLITZ HAMLET ☐ S- HM SPENCERTOWN HAMLET

5. EXISTING USE & OCCUPANCY: residential

6. INTENDED USE & OCCUPANCY: residential

7. NATURE OF WORK: ☐ NEW BUILDING ☐ ADDITION ☒ ALTERATION ☐ DECK ☐ SHED ☐ SWIMMING POOL
☐ DEMOLITION ☐ OTHER

8. ADDITIONAL DESCRIPTION installation of 16kw DC code compliant ground mounted solar array

9. WILL THIS PROPOSAL: (Please answer yes or no to each question)

a. Involve new, or alterations to, electrical wiring? ☒

Reference Material

b. Involve new, or alterations to, or additional use of, a sewage disposal system? _____

c. Require installation, or changes in location, of a driveway? _____

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d. Involve a change in use or occupancy? _____

10. SIZE OF BUILDING _____ **NUMBER OF STORIES** _____ **DEPTH** _____ **WIDTH** _____ **HEIGHT** _____

11. LOT DIMENSIONS 7.60 acres **WIDTH** _____ **DEPTH** _____

12. ESTIMATED COST \$ 20,800.00

over

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17003

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* please see page 2 of plans set

14. APPLICATION IS HEREBY MADE to the Building Department for the issuance of a Building Permit pursuant to the New York State Uniform Fire Prevention and Building Code (Title 9 NYCRR) for the construction of buildings, additions or alterations, or for removal or demolition as herein described. The applicant agrees to comply with all applicable laws, ordinances and regulations, including New York State Energy Code requirements, and the Town of Austerlitz Zoning Ordinance.

Date 7/13/2023

CEW

Check#



REASON 195 + 13 Site Plan Required for ground mount solar

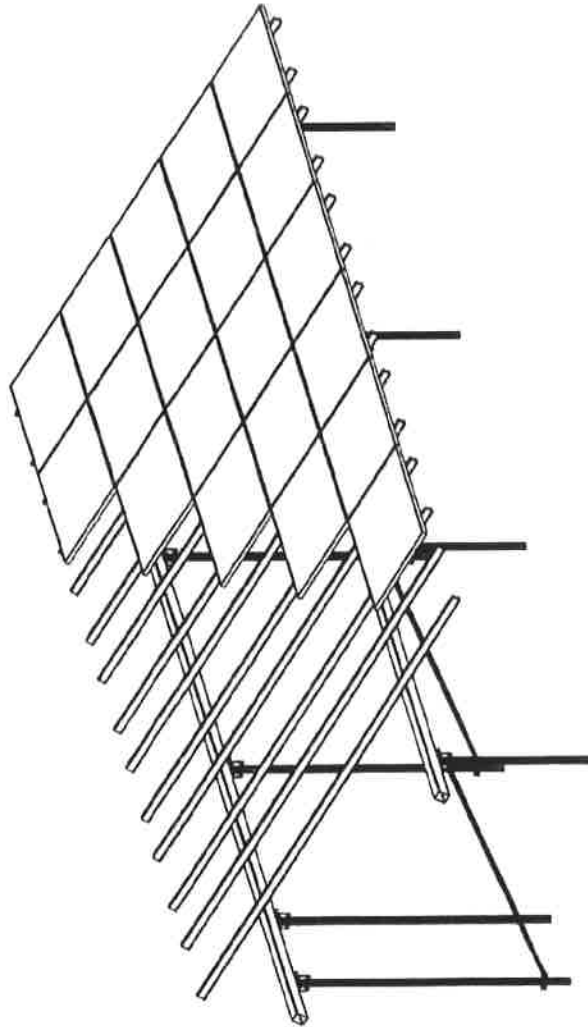
REFERRED TO PLANNING BOARD

NOT 05 2023

[illegible]

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5.1.5



MT-3.

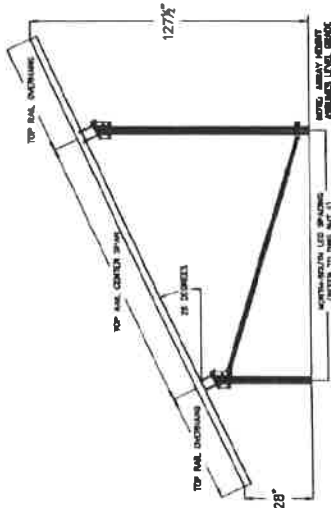
DATE	REVISION	Signature of:	Inspector for
07/09/2023	ORIGINAL	JB	JD

KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

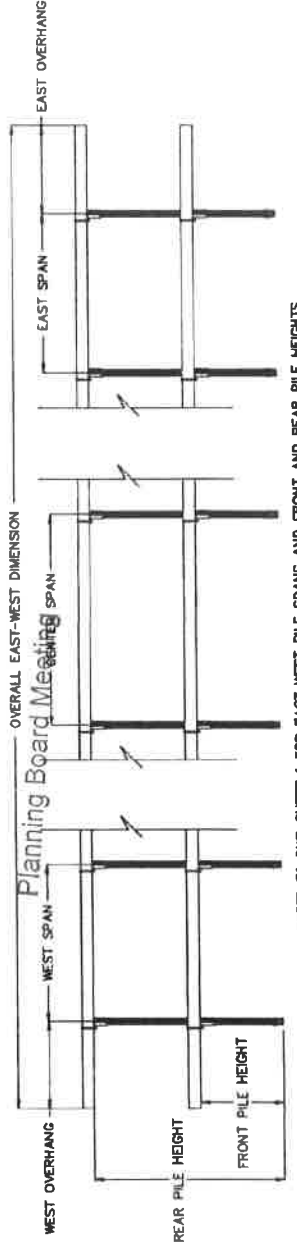
1111 Shaw Road New Castle DE 19720 Ph: (855) 738-7200 Fax: (856) 644-5665

Reference Material

07/05/2023

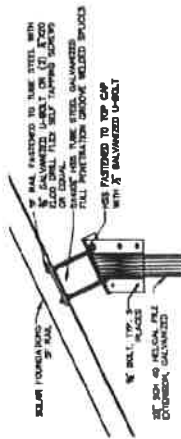


SIDE ELEVATION
N.T.S.

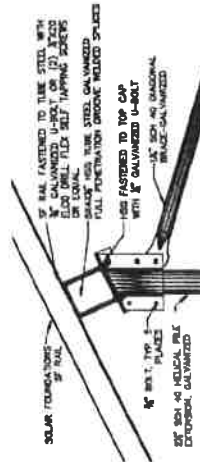


REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

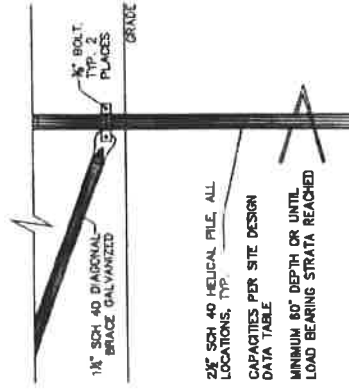
PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.



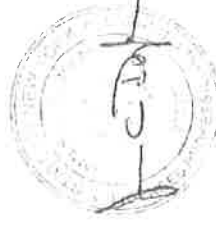
HELICAL PILE DETAIL
N.T.S.

Reference Material

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James C Douglas

07/05/2023



SHEET 2 OF 3

DATE: 07/08/2023
REVISION: ORIGINAL

DRAWN BY: JB
REVIEW BY: JD

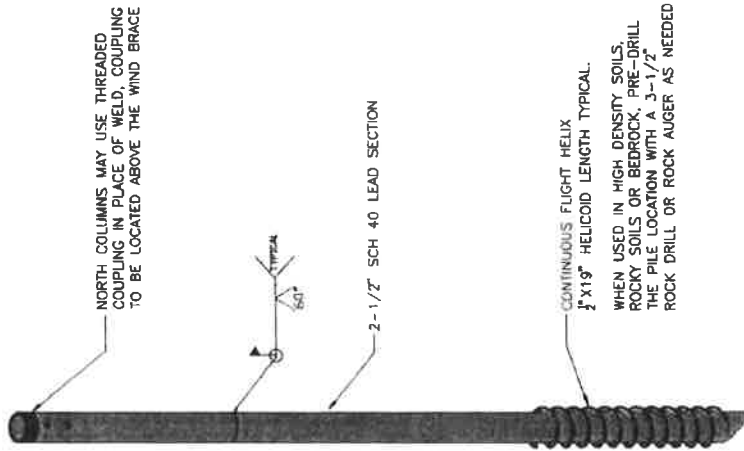
PLUGPV LLC

-PROJECT-

KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 798-7200 Fax: (866) 644-5665



HELICAL PILE DETAIL
N.T.S.

Reference Material

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SPECIFICATION REQUIREMENTS:

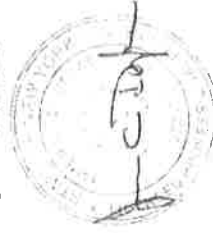
THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PIPE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A501.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5 OR ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD WELDING SHALL CONFORM TO AWS D11.1/D11M -STRUCTURAL WELDING CODE REQUIREMENTS.
11. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A153 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

INSTALLATION REQUIREMENTS:

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUES SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
 - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
 - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
 - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
 - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY.
 - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
 - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.

James C
Douglas



SHEET 3 OF 3

PLUGPV LLC

DATE	REVISION	DESIGNED BY	REVIEWED BY
07/06/2023	ORIGINAL	JB	JD

-PROJECT-
KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

Reference Material

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Reference Material

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NORTH

Krikorian Residence

STAKE 3

STAKE 4

STAKE-OUT PLAN

ARRAY PERIMETER

WEST

EAST

15'-7 1/4"

STAKE 1

STAKE 2


49'-6 1/2"

Diagonal
51'-11 1/4"

5Lx8C sub-array

SOUTH

STANDARD INSTALLATION AGREEMENT

Sub-Contractor Solar Foundations USA, Inc. 1142 River Road New Castle, DE 19720 855-738-7200		Contractor PlugPV LLC 630 7th Ave Troy, NY 12182		Job Location Krikorian Residence 1156 State Route 203 Austerlitz, NY 12037	
SFUSA Plans Dated: 7/7/2023, Rev 0			Approximate Start: TBD		Approximate End: TBD
We hereby submit specifications and estimates for the solar array ground mount structure (the "Solar Foundations Work"):					
1. The estimate is based on the following design assumptions: 1.1 105 mph basic wind speed 1.2 40 psf ground snow load 1.3 Exposure category C 1.4 28" Average leading edge height 1.5 28 degree array tilt angle 1.6 Hanwha Q.PEAK DUO BLK ML-G10+ Solar Panels (41.14" x 73.98" x 32 mm) 1.7 Ground slope, Array slope and array location detail. 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction 1.72 The array will follow the east-west site slope If the site slope in the east-west direction exceeds 10" 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed 2. The sub-structure cost includes the material and installation of the following: (1 - 5Lx8C sub-array) 2.1 2½" Sch 40 Ground Screw 2.2 North-south diagonal wind brace 2.3 Horizontal tube steel beam 2.4 Horizontal beam mounting hardware 2.5 Stamped structural drawings 2.6 (1) Equipment support column(s) installed per field direction 3. The module mounting system consists of the following materials only, no installation except as noted: 3.1 SF Rails and mounting hardware, including installation 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps 3.3 Grounding Lug Kit 3.4 Inverter Mounting Hardware (44 pcs 1/4-20 T-Bolt, Washer & Nut)					
Additional Charges		1. \$175/hr delay charge if the array is not staked out or crew is unable to start work upon arrival to the job site for any reason 2. \$2,025.00 charge if install is canceled <2 business days prior to the scheduled date for any reason not caused by SFUSA 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling			
The Contractor shall be responsible for the following:					
1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings. 3) Properly and clearly mark the outside corners of the array. 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location. 5) Both SFUSA and the Contractor shall make all required Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation). Contractor shall make notifications regardless of whether their employees will be penetrating the ground. 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor.					
Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractors failure to meet the contract terms shall be paid for by the Contractor.					
We propose to furnish the Solar Foundations Work in accordance with this agreement, for the sum of:			\$10,875.00		Payment due in full within 30 days of completion Late payments accrue interest at 1 ½ % per month
Solar Foundations Rep. Signature: 		Proposal Agreed and Accepted:		Date	
Date: 7/7/2023					

Reference Material

OCT 05 2023

Planning Board Meeting

Reference Material

Planning Board Meeting

BY THE CONTRACTOR'S SIGNATURE ABOVE, THE CONTRACTOR EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE INCORPORATED HEREIN AND MADE A PART HEREOF

TERMS AND CONDITIONS

These Terms and Conditions are printed on the reverse side of the Standard Installation Agreement (the "Agreement") and are intended to supplement the terms, conditions and provisions pursuant to which Solar Foundations will provide the Solar Foundations Work to the Contractor. Solar Foundations and Contractor hereby agree as follows:

1. **Scope of Work.** This Agreement, incorporating the Contractor's specific services, fees and other terms and conditions, constitutes the entire agreement between the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. Solar Foundations is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Solar Foundations unless herein expressly set forth. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embodied in this Agreement. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. Contractor hereby grants to Solar Foundations full and complete access to the Project in order for Solar Foundations to provide the services provided herein. SFUSA crew work hours on site shall be permitted from 6:30 am to 8 pm Monday thru Sunday unless otherwise stated in this contract. The Contract price is good for 75 days from the SFUSA signed date of the contract. Any delays in commencement of work beyond 75 days from the SFUSA signed date of contract may result in a change in contract price due to material cost changes and is done at the sole discretion of Solar Foundations.

2. **Limited Liability.** Contractor expressly acknowledges that the Solar Foundations Work involves the provision of services in the nature of the installation of certain products which are manufactured by third-party manufacturers and sold to Solar Foundations. Contractor further acknowledges that Solar Foundations is not involved in the manufacturing of helical piles and is relying on the manufacturer thereof with respect to the quality of the helical piles and the suitability of the helical piles for the intended installation by Solar Foundations. To the fullest extent permitted by law, Contractor shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed within the project. Other than as expressly set forth herein, Solar Foundations gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose or any other matters which extend beyond the terms and conditions thereof.

3. **Limited Warranty.**

A. Provided that Contractor is not in default of this Agreement and has fully made all payments due to Solar Foundations hereunder, Solar Foundations agrees to extend to Contractor upon the receipt of such final payment, the limited warranties described in this paragraph. For a period of time commencing on the date of substantial completion of Solar Foundations Work and expiring without further action and/or notice by Solar Foundations on the twenty-fifth anniversary of the date of such substantial completion (the "Limited Warranty Period"), Solar Foundations shall, at Solar Foundation's sole cost and expense, undertake all necessary corrections, repairs or replacements of Solar Foundation's Work as shall be necessary by reason of faulty or incomplete installation of the Solar Foundations Work; PROVIDED, HOWEVER, in no event shall Solar Foundations have any obligation to make any corrections, repairs and/or replacements caused by: (i) the acts and/or omissions of Contractor, its agents, subcontractors, guests and/or invitees, including any failure of the Contractor to perform his/her obligations under this Agreement including but not limited to periodic maintenance to prevent surface corrosion; (ii) any defects with respect to the manufacturing and/or construction of the consumer products; or (iii) any repairs, corrections and/or replacements which are not the result of any faulty or incomplete installation by Solar Foundations and/or Solar Foundation's contractors. In the event Contractor shall determine that any corrections, repairs and/or replacements (to the extent required to be made by Solar Foundations hereunder) shall be required during the Limited Warranty Period (collectively a "Defect"), Contractor shall immediately send written notice thereof to Solar Foundations, which shall provide a detailed written description of the nature of the Defect, and Solar Foundations shall promptly correct such Defect to the reasonable satisfaction of Contractor, at Solar Foundation's sole cost and expense. Upon the correction, repair and/or replacement of the Defect, Solar Foundation's obligation hereunder shall be satisfied, it being understood and agreed that in no event shall Solar Foundations be responsible for any additional damages, costs or expenses of any nature or any kind incurred with respect to the Defect, except for the correction, repair and/or replacement thereof. It is understood and agreed that Solar Foundation's obligation hereunder shall continue during the Limited Warranty Period; PROVIDED, HOWEVER, the limited warranty (and any other obligations of Solar Foundations with respect to the installation of Solar Foundations Products) shall expire automatically without further action of the parties on the twenty-fifth anniversary of the substantial completion of the Solar Foundations Work, unless a specific claim in writing with respect to a Defect shall have been made, or an action at law or in equity shall have been commenced or filed prior to such twenty-fifth anniversary. Upon the discovery of any Defect, Contractor shall have an obligation to undertake any and all actions as may be necessary and/or appropriate to mitigate any damages hereunder.

B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF. Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Additional Agreements.** The Solar Foundations Work and/or terms or conditions specified on the reverse of this Agreement may only be changed, amended or altered by means of a change order duly executed by both Solar Foundations and Contractor, said change order to be provided by Solar Foundations and containing the items to be altered or changed, the manner of alteration and change and the cost increase or decrease resulting therefrom. The change order, once executed in the above manner, will become a part of this Agreement and all other terms of this Agreement will prevail excepting those items changed or altered. No act or acts on the part of Solar Foundations or Contractor shall constitute a waiver of the aforesaid provisions. Furthermore, nothing herein shall be deemed to require Solar Foundations to accept any change order unless Solar Foundations is satisfied with the terms, conditions and provisions thereof, in its sole and absolute discretion.

5. **Miscellaneous.** In the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent such provision is invalid or unenforceable. Any such invalid or unenforceable provision shall not in any way affect the validity or enforceability of any other provision of this Agreement. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or interpretation with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law. Furthermore, Contractor will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Solar Foundations to Contractor under this Agreement. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY CONTRACTOR AGAINST SOLAR FOUNDATIONS ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SOLAR FOUNDATIONS WORK AND/OR ANY CLAIM OF INJURY OR DAMAGE.

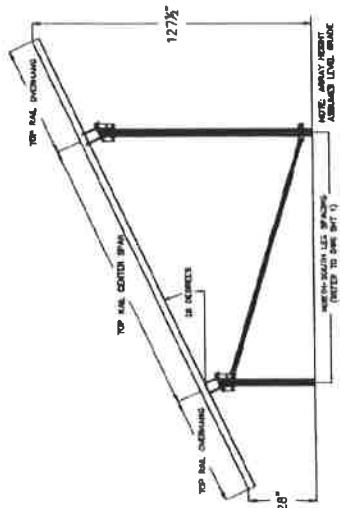
Reference Material

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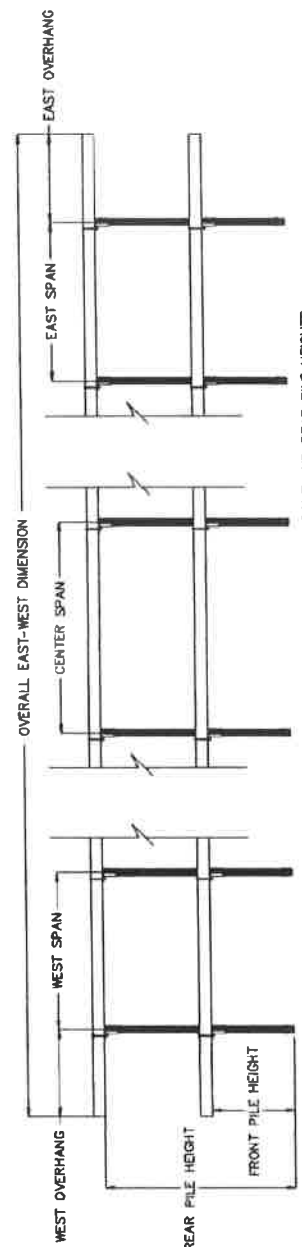
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Planning Board Meeting

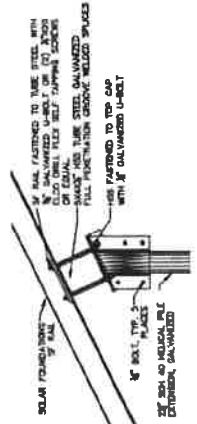
Planning Board Meeting



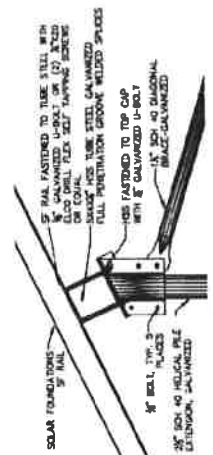
SIDE ELEVATION
N.T.S.



PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.

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Planning Board Meeting

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Planning Board Meeting

James C
Douglas

[Handwritten signature]

SHEET 2 of 3

REVISION

DATE	REVISION	DESIGNED BY	REVIEW BY
07/06/2023	ORIGINAL	JB	JD

PLUGPV LLC

-PROJECT-

KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665



DATE	07/08/2023	ORIGINAL
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DATE	REVISION	DATE BY	DATE BY
07/08/2023	ORIGINAL	JB	JD

KRIKORIAN RESIDENCE
11156 STATE ROUTE 203
AUSTERLITZ, NY 12037

1142 Silver Road New Castle DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PIPE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 (OR A101).
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD VELDING SHALL CONFORM TO AWS D11.1/D11.1 STRUCTURAL STEEL WELDING CODE REQUIREMENTS.
11. STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

Planning Board Meeting

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INSTALLATION REQUIREMENTS

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE STRENGTH INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUES SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
 - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
 - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
 - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
 - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY.
 - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
 - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.

James C
Douglas

Received 15 January 2003; accepted 15 February 2003

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05/05/2023

05/05/2023

Planning Board Meeting
Planning Board Meeting

Planning Board Meeting
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NORTH

WEST

STAKE-OUT PLAN

ARRAY PERIMETER

EAST

Krikorian Residence

STAKE 3

STAKE 4

STAKE 1

STAKE 2

49'-6 1/2"


SOUTH

5Lx8C sub-array

15'-7 1/4"

Diagonal
51'-11 1/4"

STANDARD INSTALLATION AGREEMENT

Sub-Contractor Solar Foundations USA, Inc. 1142 River Road New Castle, DE 19720 855-738-7200		Contractor PlugPV LLC 630 7th Ave Troy, NY 12182		Job Location Krikorian Residence 1156 State Route 203 Austerlitz, NY 12037	
SFUSA Plans Dated: 7/7/2023, Rev 0			Approximate Start: TBD		Approximate End: TBD
We hereby submit specifications and estimates for the solar array ground mount structure (the "Solar Foundations Work"):					
1. The estimate is based on the following design assumptions: 1.1 105 mph basic wind speed 1.2 40 psf ground snow load 1.3 Exposure category C 1.4 28" Average leading edge height 1.5 28 degree array tilt angle 1.6 Hanwha Q.PEAK DUO BLK ML-G10+ Solar Panels (41.14" x 73.98" x 32 mm) 1.7 Ground slope, Array slope and array location detail. 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction 1.72 The array will follow the east-west site slope if the site slope in the east-west direction exceeds 10" 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed 2. The sub-structure cost includes the material and installation of the following: (1 - 5Lx8C sub-array) 2.1 2½" Sch 40 Ground Screw 2.2 North-south diagonal wind brace 2.3 Horizontal tube steel beam 2.4 Horizontal beam mounting hardware 2.5 Stamped structural drawings 2.6 (1) Equipment support column(s) installed per field direction 3. The module mounting system consists of the following materials only, no installation except as noted: 3.1 SF Rails and mounting hardware, including installation 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps 3.3 Grounding Lug Kit 3.4 Inverter Mounting Hardware (44 pcs 1/4-20 T-Bolt, Washer & Nut)					
Additional Charges		1. \$175/hr delay charge if the array is not staked out or crew is unable to start work upon arrival to the job site for any reason 2. \$2,025.00 charge if install is canceled <2 business days prior to the scheduled date for any reason not caused by SFUSA 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling			
The Contractor shall be responsible for the following: 1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings. 3) Properly and clearly mark the outside corners of the array. 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location. 5) Both SFUSA and the Contractor shall make all required Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation). Contractor shall make notifications regardless of whether their employees will be penetrating the ground. 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor.					
Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractors failure to meet the contract terms shall be paid for by the Contractor.					
We propose to furnish the Solar Foundations Work in accordance with this agreement, for the sum of:			\$10,875.00		Payment due in full within 30 days of completion Late payments accrue interest at 1 1/4 % per month
Solar Foundations Rep. Signature: 		Proposal Agreed and Accepted:		Date	
Date: 7/7/2023					

BY THE CONTRACTOR'S SIGNATURE ABOVE, THE CONTRACTOR EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE INCORPORATED HEREIN AND MADE A PART HEREOF

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B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF.

Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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OCT 05 2023

Planning Board Meeting
Planning Board

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) PLUGPV LLC 630 7th Avenue Troy, NY 12182	1b. Business Telephone Number of Insured (518)948-5316 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 820674758
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Austerlitz 714 State Route 203 Spencertown, NY, 12165 Reference Material OCT 05 2023 Planning Board Meeting	3a. Name of Insurance Carrier Standard Security Life Ins. Co. of NY 3b. Policy Number of entity listed in box "1a": R89233-000 3c. Policy effective period: 3/28/2023 to 3/28/2024

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed June 30, 2023

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

518-793-3131

President

Telephone Number

Title

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Reference Material

OCT 05 2023

Planning Board Meeting

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 820674758

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PLUGPV LLC 875 BROADWAY ALBANY NY 12207		CERTIFICATE HOLDER TOWN OF AUSTERLITZ 714 STATE ROUTE 203 SPENCERTOWN NY 12165	
POLICY NUMBER Z 2412 597-3	CERTIFICATE NUMBER 110043	POLICY PERIOD 04/01/2023 TO 04/01/2024	DATE 03/28/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2412 597-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

Reference Material

OCT 11 2023

Planning Board Meeting

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 196717487





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hughes Insurance Agency, Inc. 328 Bay Road PO BOX 4630 Queensbury NY 12804	CONTACT NAME: Linda@HughesInsurance.com PHONE (A/C, No, Ext): (518) 793-3131 FAX (A/C, No): (518) 793-3121 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Southwest Marine & General Insurance Company INSURER B: Michigan Millers Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PLUGPV LLC 630 7th Avenue Troy NY 12182	NAIC # 12294 14508

COVERAGES**CERTIFICATE NUMBER:** 23-24 NY Master 1**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK202300016943	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			V0510073	08/07/2022	08/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX202300001804	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased Rented Equipment			PK202300016943	03/15/2023	03/15/2024	Limit / 2,500 deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, limitations and conditions:

Certificate Holder is Additional Insured when required by written contract, agreement or permit.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE*Linda M. Hughes*